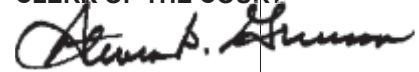


EXHIBIT 2

(Complaint)



COMPB
FLANGAS LAW GROUP
 KIMBERLY P. STEIN, ESQ.
 Nevada Bar No. 8675
 E-mail: kps@fdlawlv.com
 3275 South Jones Blvd., Suite 105
 Las Vegas, Nevada 89146
 Telephone: (702) 307-9500
Attorneys for Plaintiff

CASE NO: A-21-839674-B
 Department 13

DISTRICT COURT
CLARK COUNTY, NEVADA

IGNITE SPIRITS, INC., a Wyoming
 corporation,

Plaintiff,

vs.

CONSULTING BY AR, LLC, a Florida limited
 liability company; DOES I through X, inclusive,
 and ROE BUSINESS ENTITIES I though X,
 inclusive,

Defendant(s).

Case No.:
 Dept. No.:

COMPLAINT

**ARBITRATION EXEMPTION;
 DECLARATORY RELIEF**

(Business Court Requested)

Plaintiff, IGNITE SPIRITS, INC. (“Plaintiff” or “Ignite”), by and through his
 attorneys of record, the law firm of Flangas Law Group, alleges and asserts as follows:

PARTIES

1. Plaintiff Ignite, formerly known as Ignite Beverages, Inc. is, and was at all
 relevant times to this action, a registered Wyoming corporation.

2. Defendant CONSULTING BY AR, LLC (“CAR” or “Defendant”), was at
 all relevant times to this action and is a registered Florida limited liability company.

3. The true names and capacities, whether individual, corporate, associate, or
 otherwise of Defendants herein designated as Does I through X and Roe Corporations I

1 through X, inclusive, are not known to Plaintiff at this time and are therefore named as
2 fictitious defendants. Plaintiff will seek to amend this Complaint to allege the true names
3 and capacities of Does I through X and Roe Corporations I through X when and as
4 ascertained.

5 **JURISDICTION AND VENUE**

6 4. This Court has jurisdiction over this matter pursuant to the terms of the
7 contract and as the cause of action arises directly from Defendant's conduct within/toward
8 the State of Nevada. *See* NRS 14.065.

9 5. Venue is appropriate in this judicial district pursuant to NRS 13.040, and
10 the contract further provides for said venue.

11 **GENERAL ALLEGATIONS**

12 6. Plaintiff repeats, realleges, and incorporates by reference the preceding
13 paragraphs of this Complaint as though fully set forth herein.

14 7. On or about March 11, 2021, Plaintiff and Defendant entered into a letter
15 agreement (hereinafter the "Letter Agreement") pursuant to which Defendant was
16 supposed to assist Ignite in obtaining a "definitive agreement" with Resorts World Las
17 Vegas (hereinafter "Resorts World"), not later than July 1, 2021, in exchange for certain
18 compensation.

19 8. Pursuant to the Letter Agreement, any definitive agreement(s) with Resorts
20 World was supposed to contain substantially all of the terms and conditions detailed in
21 Exhibit A, which was attached to the Letter Agreement (hereinafter "Exhibit A").

22 9. The July 1, 2021 date set forth in the Letter Agreement was materially
23 important to the Plaintiff because Resorts World was supposed to open by July 4, 2021.

24 10. Although Resorts World's opening date was moved up to June 24, 2021,
25 Ignite continued to deal with Resorts World in good faith effort to make the definitive
26 agreements happen as contemplated by the Letter Agreement and Exhibit A.

27 11. While there were definitive agreements executed between Ignite and
28 Resorts World, they were not executed by July 1, 2021, and moreover, these definitive

1 agreements failed to encompass many of the material terms and conditions set forth in
2 Exhibit A, or in other words, the definitive agreements failed to contain substantially all of
3 the terms and conditions detailed in Exhibit A.

4 12. There were no executed amendments to the Letter Agreement.

5 13. Defendant materially failed to perform as required by the Letter Agreement,
6 in that Defendant failed to obtain a definitive agreement between Ignite and Resorts World,
7 containing substantially all of the material terms and conditions detailed in Exhibit A not
8 later than July 1, 2021.

9 14. The material terms and conditions detailed in Exhibit A that Defendant
10 failed to obtain in the definitive agreement(s) include but are not limited to Resorts World
11 purchasing a certain minimum of Ignite's products; ensuring certain products of Ignite
12 were available in the mini-bars inside Resorts World's hotel rooms; ensuring certain
13 products of Ignite were available for sale at Resort World controlled bars located in Resorts
14 World; ensuring other products of Ignite were available for sale throughout Resorts
15 World's property; Resorts World covering the cost of a kiosk for Ignite that would carry
16 Ignite products and Resort Worlds staffing the kiosk; and Resorts World hosting a launch
17 party at its grand opening featuring Ignite products (hereinafter the "Breached Terms").

18 15. Defendant's failure to deliver the Breached Terms constitutes a failure to
19 obtain a definitive agreement containing substantially all of the terms and conditions
20 detailed in Exhibit A, and therefore constitutes a material breach of the Letter Agreement.

21 16. Defendant's failure to timely deliver a definitive agreement containing the
22 Breached Terms and other terms and conditions in Exhibit A by July 1, 2021 also
23 constitutes a material breach of the Letter Agreement.

24 17. Because of Defendant's material breach of the Letter Agreement, Defendant
25 is not entitled to the certain compensation set forth in the Letter Agreement.

26 18. Defendant has recently retained counsel who is threatening to sue Plaintiff
27 for the certain compensation set forth in the Letter Agreement, despite Defendant's failure
28 to perform as required by the Letter Agreement.

1 19. Plaintiff seeks a declaratory judgment from the Court that Defendant failed
2 to perform as required by the Letter Agreement to obtain a definitive agreement containing
3 substantially all of the terms and conditions detailed in Exhibit A.

4 20. Plaintiff seeks a declaratory judgment from the Court that Defendant
5 breached the Letter Agreement when Defendant failed to obtain a definitive agreement
6 containing substantially all of the terms and conditions detailed in Exhibit A.

7 21. Plaintiff seeks a declaratory judgment from the Court that because
8 Defendant breached the Letter Agreement, Defendant is not entitled to the certain
9 compensation set forth in the Letter Agreement.

10 22. Because of Defendant's counsel threatening litigation, Plaintiff seeks a
11 declaratory judgment from the Court in its favor to fully and finally resolve this dispute.

12 **FIRST CLAIM FOR RELIEF**
13 **(Declaratory Relief)**

14 23. Plaintiff repeats, realleges, and incorporates by reference the preceding
15 paragraphs of this Complaint as though fully set forth herein.

16 24. There exists an actual controversy between Plaintiff and Defendant
17 regarding the Letter Agreement and Defendant's failure to substantially perform
18 thereunder.

19 25. Plaintiff desires a judicial determination and declaration that Defendant has
20 breached the Letter Agreement, and that the Plaintiff is not in breach of the Letter
21 Agreement.

22 26. Further, Plaintiff desires a judicial determination and declaration that it has
23 no further obligation pursuant to the Letter Agreement.

24 27. Plaintiff desires a judicial determination and declaration that the Letter
25 Agreement is no longer valid or enforceable as a result of Defendant's breach.

26 28. This dispute is ripe for judicial determination and the controversy presently
27 exists due to Defendant's breach of the Letter Agreement.
28

